



INSTITUTE OF HAZARDOUS MATERIALS MANAGEMENT  
11900 Parklawn Drive | Suite 450 | Rockville, MD 20852  
301-984-8969 | FAX: 301-984-1516

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## TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("**Agreement**") is effective as of the 13<sup>th</sup> day of March, 2009 ("Effective Date") and is entered into by and between the Institute of Hazardous Materials Management (IHMM), hereafter referred to as the "**Institute**", a nonprofit corporation incorporated under the laws of the District of Columbia, located at 11900 Parklawn Drive, Suite 450, Rockville, MD, 20852, and the Alliance of Hazardous Materials Professionals Inc. (AHMP), hereafter referred to as "**Licensee**", a nonprofit corporation incorporated under the laws of the State of Maryland located at 9650 Rockville Pike, Bethesda, Maryland, 20814; jointly referred to as parties.

### WITNESSETH:

**WHEREAS**, the Institute owns the names and/or trademarks "Academy of Certified Hazardous Materials Managers," the acronym "ACHMM," and the graphic image known as the "Seal of the Academy of Certified Hazardous Materials Managers" (collectively "the Property") and the exclusive right to use and license the use thereof, and

**WHEREAS**, both parties agree to act in good faith and make best efforts to cooperate in furthering the interests of the Institute's credentialing and certification programs, and

**WHEREAS**, Licensee desires to use the Property under the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements contained and/or referenced herein, the parties hereto agree as follows:

### 1. LICENSE

The Institute hereby grants to Licensee an exclusive, nontransferable, worldwide license to use the Property solely in conjunction with hazardous materials management which shall, in part, promote the Institute's credentials and certification programs.

### 2. TERM

This Agreement and the license granted hereunder shall commence on the Effective Date hereof and shall continue for three (3) years. This Agreement shall automatically renew for an additional three (3) year term unless either party notifies the other in writing no later than sixty (60) days before the end of the term that it wishes to terminate this Agreement.

### 3. USE OF PROPERTY

Licensee agrees that it will use the Property principally for the following purposes:

- a) To participate in education and instructional activities related to hazardous materials management.
- b) To promote communication among hazardous materials managers about various aspects of hazardous materials management.
- c) To promote the Institute's credentials and certification programs as exemplifying the standard of excellence in the field of hazardous materials management.
- d) To encourage individuals to participate in the Institute's credential and certification programs



## 11. SEVERABILITY

If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect.

## 12. AMENDMENT

This Agreement constitutes the entire agreement between the parties concerning the license of any intangible property, and supersedes all prior writings or oral agreements. This Agreement may be amended only by writing clearly setting forth the amendments and signed by both parties.

## 13. TERMINATION

This Agreement may be terminated by either party upon providing 60 days notice in writing to the other party.

## 14. WARRANTY

Each party warrants that the individual signing this Agreement on its behalf is duly authorized to do so by its respective Board of Directors.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized agent.

Institute of Hazardous Materials Management



By: \_\_\_\_\_

Name: Peter R. Spinney

Title: Chairman, IHMM Board of Directors

Date: March 13, 2009

Alliance of Hazardous Materials Professionals

  
By: \_\_\_\_\_

Name: Harry S. Kemp

Title: President

Date: March 27, 2009